



ORDINANCE NO. 1702

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERS BRANCH, AS HERETOFORE AMENDED, BY GRANTING A SPECIFIC USE PERMIT FOR A NON DRIVE-IN RESTAURANT WITH OUTSIDE SALES WINDOW LOCATED AT THE SOUTHEAST CORNER OF MIDWAY ROAD AND SPRING VALLEY ROAD IN A LIGHT INDUSTRIAL ZONING DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING INJUNCTIVE RELIEF; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Farmers Branch and the governing body of the City of Farmers Branch, in compliance with the Charter of the City of Farmers Branch, and the State Law with reference to granting of a specific use permit under the Zoning Ordinance Regulations and Zoning Map, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the City of Farmers Branch is of the opinion that said change in zoning uses should be made, subject to the conditions set out herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Farmers Branch, Texas, be and the same is hereby amended by granting a Specific Use Permit for a Non Drive-In Restaurant With Outside Sales Window located at the southeast corner of Midway Road and Spring Valley Road in a Light Industrial Zoning District.

SECTION 2. That the Comprehensive Zoning Ordinance of the City of Farmers Branch is hereby amended by amending the zoning map of

the City of Farmers Branch so as to indicate a Specific Use Permit for a Non Drive-In Restaurant With Outside Sales Window in a Light Industrial Zoning District.

SECTION 3. That the above described restaurant shall be constructed in the manner setforth in the approved site plan attached as Exhibit "A".

SECTION 4. The property owners have voluntarily agreed to deed restrict the property through written and recorded deed restrictions which reserve to the City the right to review the zoning on the property after a certain stated period of time and upon giving written notice to the then owner and after complying with all statutory notice and public hearing requirements to re-zone the property for a use other than a Non Drive-In Restaurant With Outside Sales Window, and to order and obtain a cessation of the Non Drive-In Restaurant With Outside Sales Window operation. A copy of said Voluntary Deed Restrictions and Agreement is hereto as Exhibit "B" and is incorporated herein.

SECTION 5. That the owner of the property did voluntarily offer to deed restrict the property in favor of the City, and said deed restrictions are acceptable and the City Administration is instructed to file same for record.

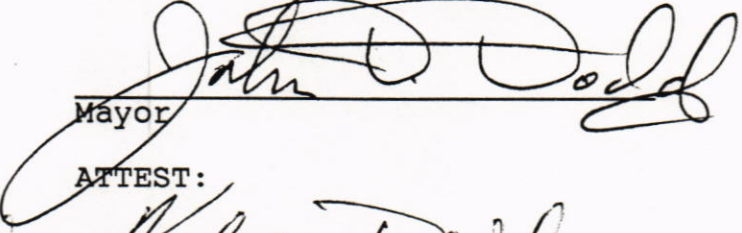
SECTION 6. That all ordinances of the City of Farmers Branch in conflict with the provisions of this ordinance be, and the same is hereby repealed and all other provisions of the City of Farmers Branch not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. That the above described tract of land shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Farmers Branch.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of the ordinance shall be subject to the same penalty provided for in the Comprehensive Zoning Ordinance of the City of Farmers Branch, and upon conviction shall be punishable by a fine not to exceed the sum of Two-Hundred Dollars (\$200.00) for each offense.

SECTION 9. Whereas, it appears the above described property requires that it be given the Specific Use Permit in order to permit its proper development and in order to protect the public interest, comfort and general welfare of the City of Farmers Branch creates an urgency and an emergency for the preservation of the public health, safety and welfare requires that this ordinance shall take effect immediately from and after its passage and publication of the caption of said ordinance as the law in such cases provides.

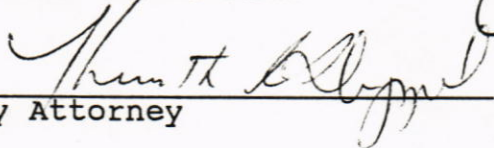
DULY PASSED BY the City Council of the City of Farmers Branch, Texas, on the 20th day of July, 1987.



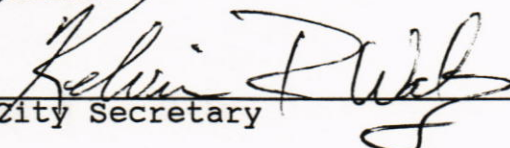
Mayor

APPROVED AS TO FORM

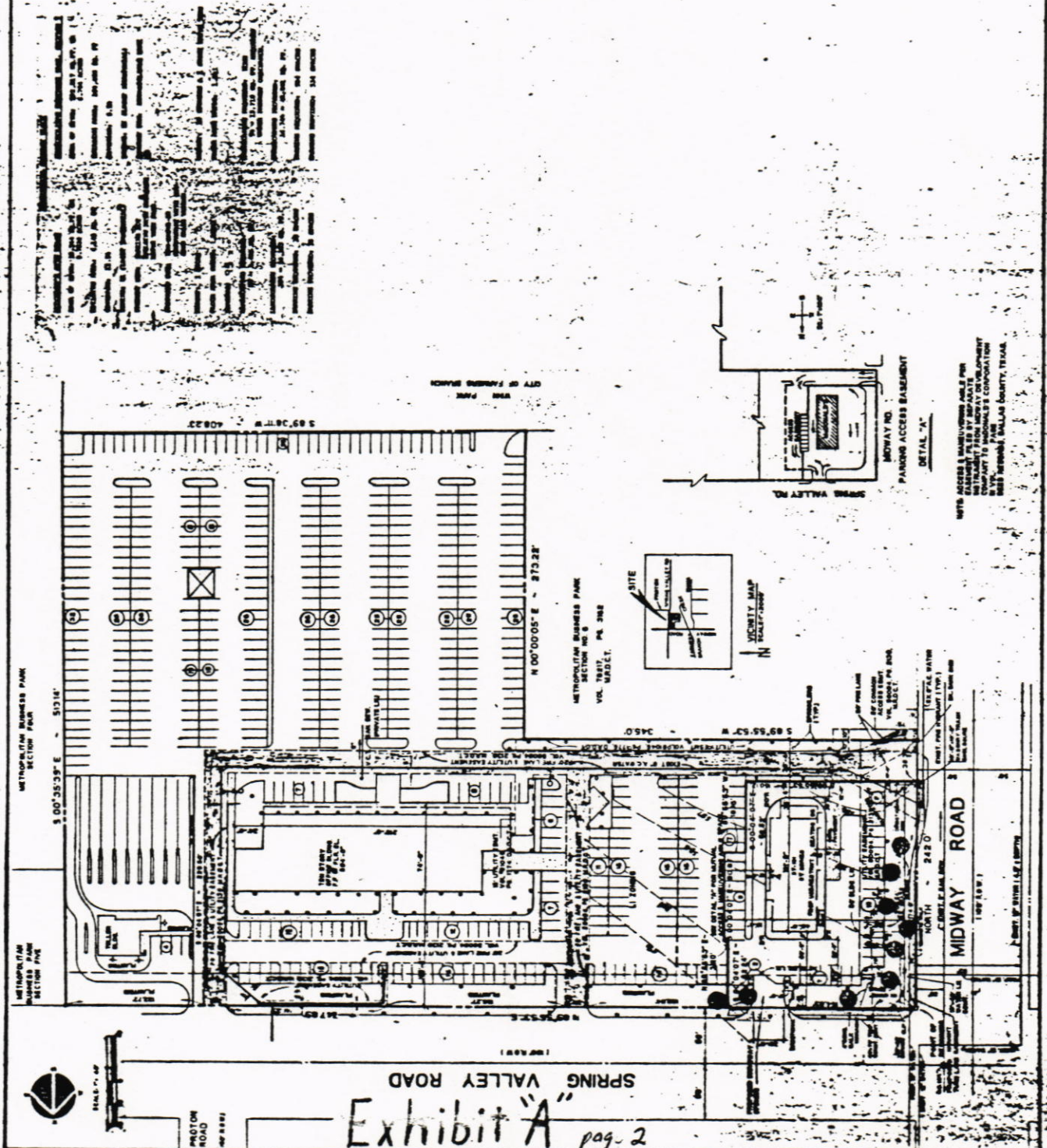
ATTEST:



City Attorney




City Secretary

[illegible][illegible]

STUDENTS: 8 candidates

5. Peter Mancoske, Registered Public Surveor, has hereby certified that the plat shown on the attached map was prepared and determined by me on the ground survey with notes by direction and distance, and that the same are true and correct. There are no monuments, benchmarks, or marks or permanent monument on the ground, except as shown.


 Peter Mancoske
 Registered Public Surveor #137

4-2-97

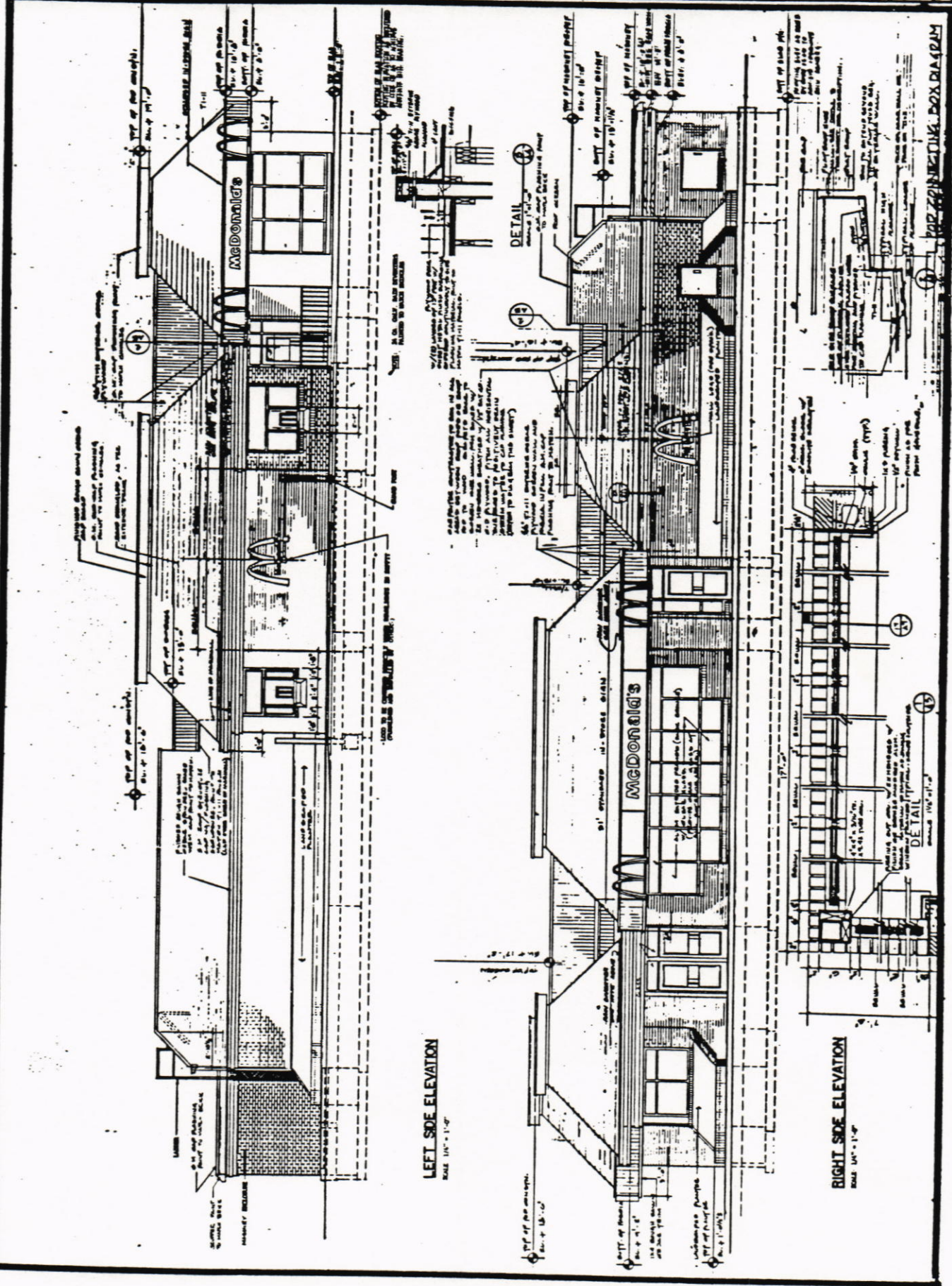


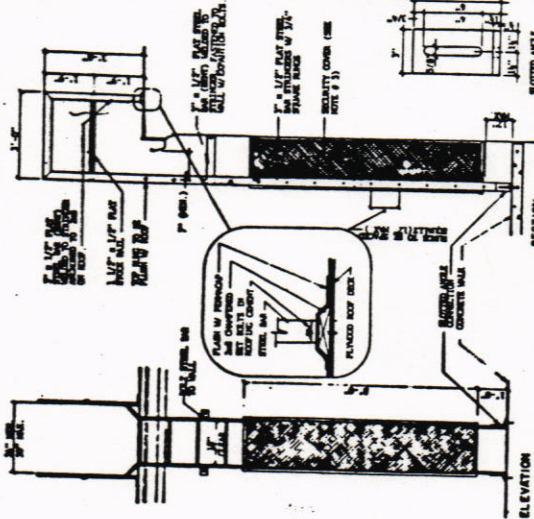
METROPOLITAN BUSINESS PARK NO. 7									
SITE PLAN									
H HENNESSY ENGINEERING, INC. <small>1000 PUMP STREET, SUITE 100 DALLAS, TEXAS 75217-2882 (214) 751-1111</small>									
CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS									
SECTION	QUANTITY	DATE	SCALE	NO. THIS	SHEET	NO. OF SHEETS			
1st	10.0	1-1-77	1/4" = 1'-0"	1	1	1			

McDonald's

Green Park
McDonald's Corporation
McDonald's Plaza
One Green, Suite 1000

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[illegible]

ELEVATION

DETAIL
SCALE: 1/8" = 1'-0"

SECTION

NOTES:

1. ALL DIMENSIONS SHOWN ARE FIELD DIMENSIONS.
2. ALL JOINTS SHALL BE MADE IN FIELD.
3. ALL JOINTS SHALL BE MADE IN FIELD.
4. ALL JOINTS SHALL BE MADE IN FIELD.
5. ALL JOINTS SHALL BE MADE IN FIELD.
6. ALL JOINTS SHALL BE MADE IN FIELD.
7. ALL JOINTS SHALL BE MADE IN FIELD.
8. ALL JOINTS SHALL BE MADE IN FIELD.
9. ALL JOINTS SHALL BE MADE IN FIELD.
10. ALL JOINTS SHALL BE MADE IN FIELD.

BAITED JOIST
CONNECTING PLATE

SMOOTH TRANSITION AND
THE ONE FOR HELD

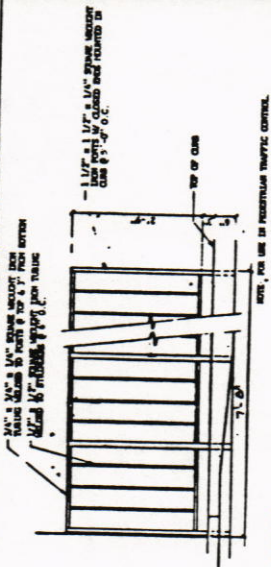
IN ACCORDANCE WITH THE CODE FOR HELD

DESIGN LIVE LOAD SHALL BE A SINGLE CONCENTRATED

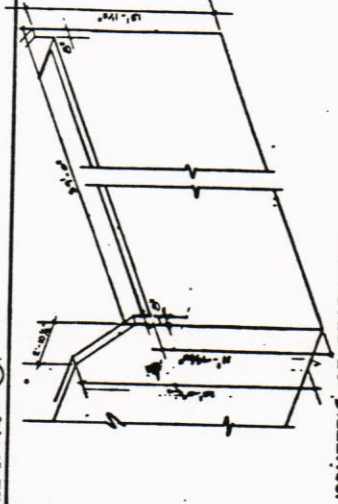
JOIST SPACING SHALL BE 1'-0" TO 1'-11" WITH ONE OF THE

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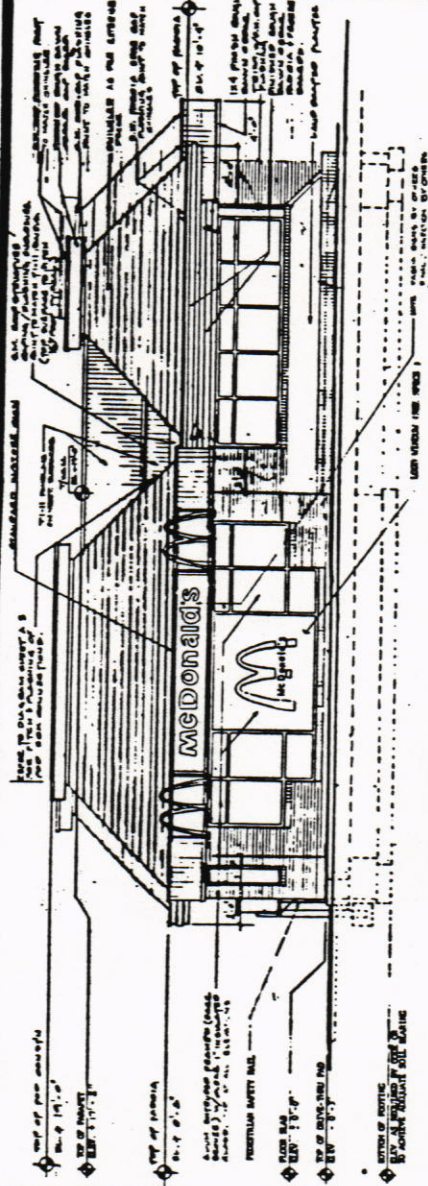
JOIST SPACING SHALL BE 1'-0" TO 1'-11" WITH ONE OF THE



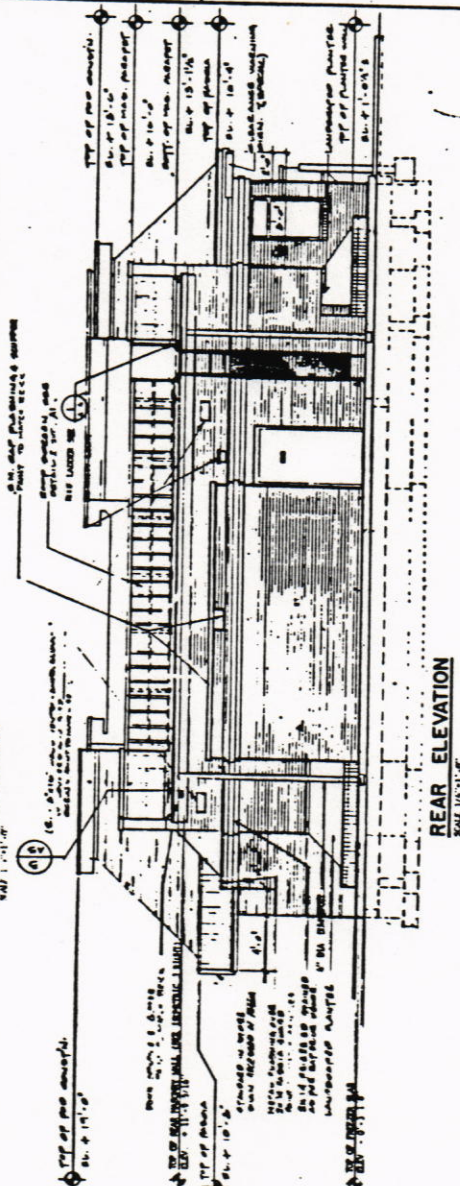
DETAIL
SCALE 3/4" = 1'-0"



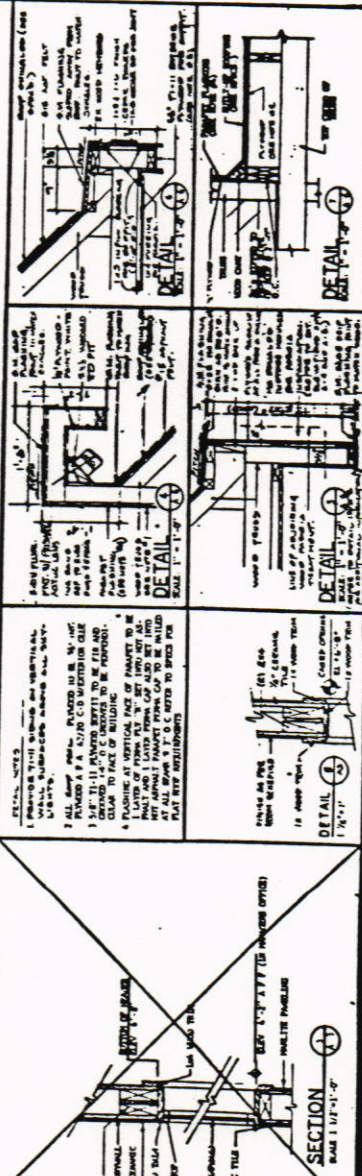
ISOMETRIC OF REAR WALL:



FRONT ELEVATION



REAR ELEVATION



SECTION

SP-2B



SPLAINING VALLEY ROAD
100' E.O.W. - JUNE 1978

丁巳

VICINITY MAP

.. All published elevations shown are gutter grades unless shown otherwise.

உருவக் கவசம் உள் கட்டுவது மிகவும் முக்கியமானதாக இருக்கிறது. அதை மிகவும் கவனமாக எடுத்துக் கொள்ள வேண்டும். உருவக் கவசம் உள் கட்டுவது மிகவும் முக்கியமானதாக இருக்கிறது. அதை மிகவும் கவனமாக எடுத்துக் கொள்ள வேண்டும்.

FAULT LIST

[illegible][illegible]

VOLUNTARY DEED RESTRICTIONS

AND

AGREEMENT

THE STATE OF TEXAS }
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS:

That James A. Moran and Henry R. Hoffman, Jr., (hereinafter referred to as "Owner") is the owner of certain real property (the "Property") situated in Farmers Branch, Dallas County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

That the Owner has filed and submitted an application for re-zoning to the City of Farmers Branch (hereinafter referred to as "City") requesting that the Property be zoned with a Specific Use Permit for a McDonald's restaurant.

The Planning and Zoning Commission recommended approval of the request with certain conditions. The City Council conducted a public hearing on July 6, 1987 relative to the zoning change request and, in the course of the public hearing, the City Council expressed concern about the duration and length of operation of the McDonald's restaurant on the Property. The City Council expressed an inclination to grant the zoning request provided an acceptable legal mechanism was approved and incorporated into the body of the zoning ordinance whereby the City would reserve the right to review the zoning after a certain stated period of time and upon giving written notice to the then owner and after complying with all statutory notice and public hearing requirements to re-zone the Property for a use other than a McDonald's restaurant and to order and obtain a cessation of the McDonald's restaurant operation.

The Owner and their designated representatives in the course of the public hearing acknowledged this concern about the duration and length of use and agreed to execute, tender to the City for its approval and file for record this Voluntary Deed Restrictions and Agreement.

Based upon the above stated facts, the Owner does hereby impress the Property with the following deed restrictions, to-wit:

1) Owner does hereby acknowledge, accept and agree that the City may review the zoning of the Property, and that the City has expressly reserved that right, provided all statutory notice and public hearing requirements are complied with in accordance with law, and provided that the City give the Owner written notice at any time within a five (5), ten (10), fifteen (15), or twenty (20) year period from the 20th day of July, 1987 (the "Ordinance Date"), which date is twenty (20) years from the date the City Ordinance was passed that zoned the Property for a McDonald's restaurant, City of Farmers Branch Ordinance No. 1702, of its intentions to review and consider a re-zoning. Upon the giving of such written notice to the Owner, the City may review the subject zoning and institute, on its own volition, at any time during the twenty (20) years from the Ordinance Date, a zoning case to consider re-zoning the Property.

2) In the event the City does institute a zoning case on its own volition in accordance with this Voluntary Deed Restrictions and does pass an ordinance re-zoning the Property for a use or uses other than the subject McDonald's restaurant, Owner does hereby agree to close and stop said McDonald's restaurant operation at the expiration of McDonald's twenty (20) year lease period, which commences upon the opening date of the restaurant, without any additional notice from the City. The Owner further agrees to remove all signs identifying the improvements as a McDonald's restaurant.

3) Owner does hereby agree that the Deed Restrictions are voluntarily submitted, are reasonable and valid and that any and all claims of vested rights, non-conforming use, property rights and damages in relation to any re-zoning arising out of the exercise of rights under this Voluntary Deed Restrictions and Agreement are not available, are not applicable and are hereby waived, and the Owner does hereby release, relieve, quit-claim and hold harmless the City, Members of the Planning and Zoning Commission, the City staff and all of the actions relative to the carrying out of the City's rights under this Agreement.

4) The City has the right to exercise its rights to review and institute a re-zoning case under this Agreement by the institution of a zoning case and the passage of an ordinance re-zoning the Property, both at any time during the twentieth (20th) year from the Ordinance Date, provided notice of such review is given as provided in Paragraph 1) hereof. In the event the City is legally restrained or enjoined for any length of time from carrying out its rights, such time period shall not be counted in computing the twenty (20) year period but shall be added on to said period. In the event the City does not give Owner the written notice as provided in Paragraph 1) hereof, or does not institute and complete a re-zoning within the stated period, the City's rights under this Agreement are deemed abandoned and of no further force and effect, and the City shall execute a release of said Deed Restrictions.

5) These restrictions shall not be altered, amended or terminated without the express written approval of the City and the Owner, and McDonald's Corporation as long as McDonald's Corporation has a leasehold interest.



6) The restrictions contained herein are not in any manner intended to restrict the right of the City Council or the City to exercise its legislative and governmental duties and powers insofar as zoning of the Property is concerned.

7) These restrictions inure to the benefit of the City, and the undersigned Owner hereof does hereby grant to the City the right to prosecute, at law and in equity, against the person violating or attempting to violate such restrictions, either to prevent him from so doing and to correct such violation, and for further remedy, the City of Farmers Branch may withhold the certificate of occupancy necessary for the lawful use of the Property until such restrictions described herein are fully complied with.

8) These restrictions are hereby declared covenants running with the land and shall be fully binding upon all persons acquiring property within the above-described tract, and any person by acceptance of title to any of the Property shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. Should the McDonald's restaurant use cease prior to the twenty (20) years, the City shall execute a release of said Deed Restrictions.

EXECUTED this 20th day of July, 1987.

CITY OF FARMERS BRANCH, TEXAS

Tom Seales
BY: AHB

JAMES A. MORAN, OWNER

James A. Moran

HENRY R. HOFFMAN, JR., OWNER

Henry R. Hoffman, Jr.

THE STATE OF TEXAS }

COUNTY OF DALLAS }

This instrument was acknowledged before me on the 4 day
of August, 1987, by Tom Seales,
of the City of Farmers Branch, Texas, on
behalf of the City.

Cindee Matthews
Notary Public in and for
the State of Texas

My Commission Expires:

2-10-88

THE STATE OF TEXAS }

COUNTY OF DALLAS }

This instrument was acknowledged before me on the 20th day
of July, 1987, by James A. Moran.

Delia J. Good
Notary Public in and for
the State of Texas

My Commission Expires:

7-19-90

THE STATE OF TEXAS }

COUNTY OF DALLAS }

This instrument was acknowledged before me on the 20th day
of July, 1987, by Henry R. Hoffman, Jr.

Delia J. Good
Notary Public in and for
the State of Texas

My Commission Expires:

7-19-90

EXHIBIT "A"

LEGAL DESCRIPTION - MCDONALD'S SITE LEASE

BEING a tract of land situated in the Elisha Fike Survey, Abstract No. 478, City of Farmers Branch, Texas, and being part of a revision to the revised plat of Metropolitan Business Park, Section 7, an addition to the City of Farmers Branch, Texas, as recorded in Volume 80094, Page 2139, of the Map Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the South line of Spring Valley Road (a 100' R.O.W.), and the East line of Midway Road (a 100' R.O.W.) an iron stake for corner;

THENCE, N 89°55'53"E, along said South line of Spring Valley Road, a distance of 164.83 feet to a point for corner;

THENCE, S 0°04'07"E, leaving said South line of Spring Valley Road, a distance of 62.24 feet to a point for corner;

THENCE, N 89°55'53"E, a distance of 3.2 feet to a point for corner;

THENCE, S 0°04'07"E, a distance of 80.87 feet to a point for corner;

THENCE, S 89°55'53"W, a distance of 18.16 feet to a point for corner;

THENCE, S 00°04'07"E, a distance of 62.52 feet to a point for corner;

THENCE, S 89°55'53"W, a distance of 150.12 feet to a point for corner along above mentioned East line of Midway Road;

THENCE, North, along said East line of Midway Road, a distance of 205.64 feet to the POINT OF BEGINNING and containing 33,244 square feet or 0.7632 acres of land.

D80:2

CITY OF FARMERS BRANCH, TEXAS

12-23-87

3781

3781

A-3

A-3

13950 Midway

Bailey

7. McKitttrick IWC

McDonalds

Said premises have been inspected by the Community Services Department and have been certified as being constructed in substantial compliance with the building code and ordinances of the City of Farmers Branch.

This Certificate of Occupancy is issued for the building at the above described location for use as Restaurant ~ complete landscaping when weather permits.

Charles R. Brubaker
Building Official
2-5-88



STATE OF TEXAS

DEVELOPER'S CONTRACT

COUNTY OF DALLAS

This Contract of Agreement is entered into the day of , 1987, between the City of Farmers Branch, Texas, hereinafter called "CITY", and James Moran & Henry Hoffman, hereinafter called "DEVELOPER" of McDonald's Addition (Spring Valley & Midway).

WITNESSETH, that for and in consideration of the City permitting and allowing the platting and development of the parcel of land as shown in Exhibit "A", and in compliance with the requirements of the Subdivision Ordinance No. 1430, as amended, and the Comprehensive Zoning Ordinance No. 769, as amended, the Developer, its representatives, heirs, assigns, successors, trustees and/or all others holding any interest, now or in the future, agree to enter into this contract which shall operate as a covenant running with the land and be binding upon the Developer with the following provisions:

Section 1. General: In the event that the Developer fails to comply with any of the provisions of this Developer's Contract, the City shall be authorized to file this Developer's Contract in the Mechanic's Lien Records of Dallas County, Texas, as a Mechanic's Lien against the Developer's property for the full amount of charges necessary to complete the requirements specified in this Developer's Contract.

Section 2. Platting: All property owned by the Developer located within the limits of the attached Exhibit "A" shall be platted in conformance with the Subdivision Ordinance No. 1430, as amended, before any Certificate of Occupancy will be issued. The plat shall be submitted, approved and accepted by the City Council of the City of Farmers Branch within sixty (60) days of the date of this Developer's Contract.

Section 3. Building Permit: Upon execution of this Developer's Contract, application for a building permit may be made and issuance of said permit will not be predicated on platting of the addition. Failure to comply with the conditions of Section 2, Platting, shall be cause to rescind said permit.

Section 4. Certificate of Occupancy: Issuance of a Certificate of Occupancy shall be contingent on satisfying the conditions of the building permit as well as completion and acceptance by the City

Engineer of the construction of the free right turn lane northbound on Midway Road to eastbound on Spring Valley Road.

Section 5. Fire Lanes: The Developer shall provide, by plat, Fire Lane Access, with such Fire Lanes to be maintained by the Developer, at no cost to the City. Such Fire Lanes shall be dedicated to the City. The Fire Lanes shall be provided at locations specified by the City Engineer and the Fire Marshal of the City. Failure of the Developer to maintain Fire Lanes shall constitute a Nuisance.

Section 6. Pro Rata on Water and Sanitary Sewer: Pro Rata fees for an existing 12" waterline in Midway Road shall be paid to the City at the time that application is made for a water tap. The amount of Pro Rata Fees shall be as follows:

Water: 205.64 X \$4.00 = \$822.56

TOTAL PRO RATA = \$822.56

These Pro Rata Fees do not include tapping fees, meter charges or additional onsite water and/or sanitary sewer mains required for this project.

Section 7. Streets: The Developer shall dedicate, by plat, at no cost to the City, the street rights-of-way needed for all streets located adjacent to the development as required by the City. Engineering Construction Plans for the free right turn lane shall be prepared at no cost to the City, in accordance with the requirements and specifications of the City, and such plans shall be approved by the City Engineer, or his agent as a condition of obtaining the building permit.

Section 8. Easements: The Developer shall dedicate, by plat, at no cost to the City, utility and construction easements for all water and sanitary sewer mains necessary for this development as required by the City. See Exhibit "B".

The Developer shall be responsible for the general maintenance of all utility easements located within the development. Failure of the Developer to maintain utility easements shall constitute a Nuisance.

Section 9. Maintenance Bonds: A one (1) year, one hundred percent (100%) Maintenance Bond covering all public improvements constructed for this development shall be provided to the City prior to the Final Acceptance of the public improvements. The Maintenance Bond will have an effective term of one (1) year from the date of Final Acceptance of the improvements by the City.

Section 10. Abatement of Nuisance: In the event of the occurrence of a Nuisance, as described in Section 5 and Section 8 of this Developer's Contract, and in the event the Developer has not commenced to remove and correct and proceeded with due diligence to remove and correct said Nuisance within thirty (30) days following receipt of written Notice from the City, the City shall have the right to perform required maintenance upon and/or to repair such Fire Lane or Easement as necessary to remove and correct said

Nuisance, and shall have the right to collect such fines and charges as permitted by City Ordinances providing for the Abatement of Nuisance. If the Developer has not paid such fines and charges, as billed by the City, within thirty (30) Days of the date of billing, the City will exercise the Mechanic's Lien as authorized and agreed to by the Developer in Section 1. of this Developer's Contract.

Section 11. Hold Harmless Agreement: The Developer shall provide a Hold Harmless and Indemnity Agreement relieving the City of any Liability, causes of action and/or demands that may result from the actions of the Developer as the Subdivider/Developer of the parcel of land as shown on plat. This Hold Harmless and Indemnity Agreement shall terminate upon termination of this contract.

Section 12. Waiver: The Developer expressly acknowledges that by entering into this Developer's Contract, the Developer shall never construe this contract as waiving any of the requirements of the Subdivision Ordinance No. 1430, as amended, and of the Comprehensive Zoning Ordinance No. 769, as amended, except as specifically herein agreed upon.

Section 13. Termination of Contract and Release of Covenants: Upon the satisfactory completion by the Developer and acceptance by the City of all requirements of this Developer's Contract, this contract shall terminate and the City will execute a Release of Covenants to the Developer.

Section 14. Cost of Free Right Hand Turn Lane: Developer's cost of the free right turn lane shall not exceed \$30,000.00.


Section 15. Right to Assign Developer's Contract: Developer shall have the right to assign all of its interest and liability under this contract to McDonald's Corporation except for Developer's Plat.

RECOMMENDED:



City Engineer

DEVELOPER:




APPROVED AS TO FORM:

CITY OF FARMERS BRANCH, TEXAS

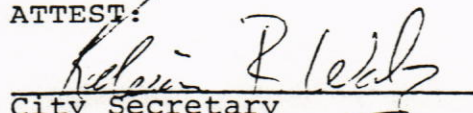


City Attorney



Tom Scales, Acting City Manager

ATTEST:



City Secretary

MCDONALDSA/ENGINEER/ENG

STATE OF TEXAS

ACKNOWLEDGEMENT

COUNTY OF DALLAS

BEFORE ME, the Undersigned a Notary Public, in and for said County and State, on this day personally appeared HENRY R. HOFFMAN, JR., known to me to be the person(s) whose name is subscribed to the foregoing instrument and that he executed the same for the purposes and consideration therein expressed and that he (they) has the authority and power to enter into the foregoing instrument.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20th day of July, 1987.

Richard J. Neal
Notary Public in and for
Dallas County, Texas

My Commission expires
7-19-90

STATE OF TEXAS

ACKNOWLEDGEMENT

COUNTY OF DALLAS

BEFORE ME, the Undersigned a Notary Public, in and for said County and State, on this day personally appeared Tom Scales, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that he has the authority and power to enter into the foregoing instrument.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 22 day of July, 1987.

Barbara Davis
Notary Public in and for
Dallas County, Texas

My Commission Expires:

1-31-89

STATE OF TEXAS

COUNTY OF DALLAS

HOLD HARMLESS

AND

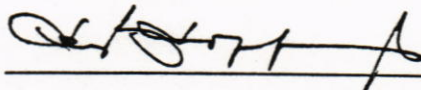
INDEMNITY AGREEMENT

For and in consideration of the City of Farmers Branch, Texas approving and allowing the development of McDonald's Addition and other good and valuable consideration, we, _____, the Developer of this tract of land, agree to enter into this agreement whereby we agree to fully release the City of Farmers Branch, Texas from all claims, suits, judgements and demands against the City of Farmers Branch, Texas which have accrued or which may accrue, and to hold the City of Farmers Branch, Texas, harmless from all claims, suits, judgements and demands against the City of Farmers Branch, Texas, either severally or jointly, which have accrued or which may accrue during and after the construction, development and subdivision of the above referenced development because of such construction, development and subdivision.

It is agreed that the City of Farmers Branch, Texas has assumed no liability for the engineering design, development plan or subdivision of the above referenced development. The City of Farmers Branch, Texas by execution of a Developer's Contract, is only granting a permit to develop property and in no way shall be held liable for the development and subdivision of the above referenced development.

EXECUTED THIS the 20th day of July, 1987.

DEVELOPER:



SPRING V

100'

N 89°55'53"

20' FIRE LANE & UTILITY EASEMENT
VOL. 80094, PG. 2139, M.R.D.C.T.

20' FIRE LANE
VOL. 8009

UTILITY EASEMENT VOL. 801046, PG. 1776, D.R.D.C.T.

L1 ZONING

PLANTING

122.84'

N 89°55'53" E ~

SEE DETAIL "A" FOR MUTUAL
ACCESS & MANEUVERING AISLE SPACE

S 89°55'53" W ~

S 00°04'07" E ~

S 00°04'07" E ~ 80.87'

18.16'

62.24'

S 00°04'07" E ~

62.52'

150.12'

PROPOSED DRIVEWAY

28'-0"

5' DIRECTIONAL
SIGN

4' CONC.
WALK

55' MONUMENT
SIGN

40'x70' TEMP.
CONST. ESMT.

25'x25'
CORNER CLIP

PROP. 16" WATER

EXIST. 12" WATER

POINT OF
BEGINNING

PROPOSED 10' RIGHT
TURN LANE EASEMENT

EXIST. 12" WATER

15'x45'
WATER LN.
ESMT.

PROP. 16" WATER

4' CONCRETE WALK

NORTH

242.0'

EXIST. 8" SAN. SEW.

MIDWAY ROAD

(100' R.O.W.)

EXHIBIT "A"

Page 1 of 2

EXIST. 12" WATER (4.5' ± DEPTH)

EXIST. FI

18'-0"x18'
MASONR
ENCLOS

50'

LEGAL DESCRIPTION - MCDONALD'S SITE LEASE

BEING a tract of land situated in the Elisha Fike Survey, Abstract No. 478, City of Farmers Branch, Texas, and being part of a revision to the revised plat of Metropolitan Business Park, Section 7, an addition to the City of Farmers Branch, Texas, as recorded in Volume 80094, Page 2139, of the Map Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the South line of Spring Valley Road (a 100' R.O.W.), and the East line of Midway Road (a 100' R.O.W.) an iron stake for corner;

THENCE, N 89°55'53"E, along said South line of Spring Valley Road, a distance of 164.83 feet to a point for corner;

THENCE, S 0°04'07"E, leaving said South line of Spring Valley Road, a distance of 62.24 feet to a point for corner;

THENCE, N 89°55'53"E, a distance of 3.2 feet to a point for corner;

THENCE, S 0°04'07"E, a distance of 80.87 feet to a point for corner;

THENCE, S 89°55'53"W, a distance of 18.16 feet to a point for corner;

THENCE, S 00°04'07"E, a distance of 62.52 feet to a point for corner;

THENCE, S 89°55'53"W, a distance of 150.12 feet to a point for corner along above mentioned East line of Midway Road;

THENCE, North, along said East line of Midway Road, a distance of 205.64 feet to the POINT OF BEGINNING and containing 33,244 square feet or 0.7632 acres of land.

D80:2

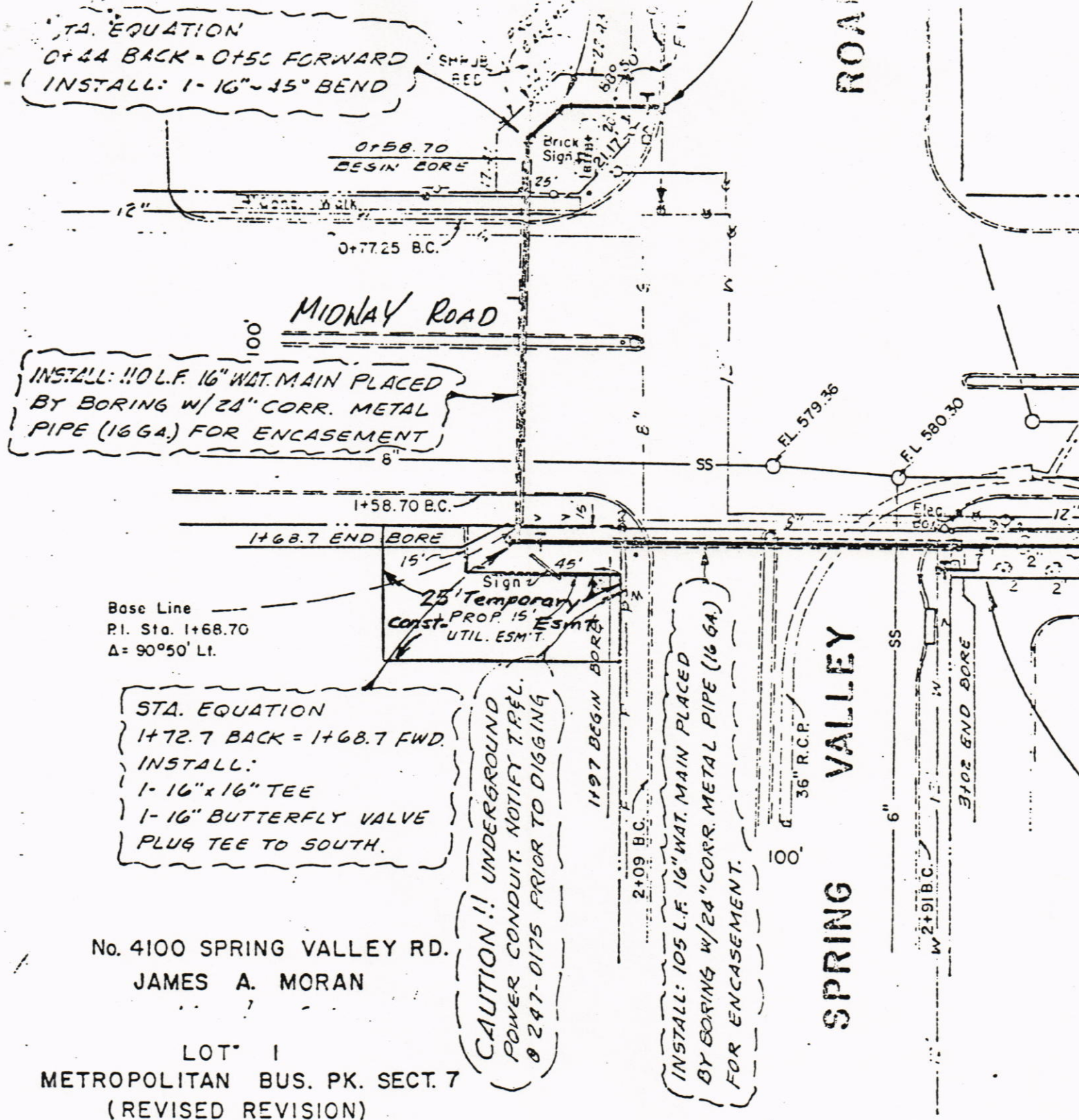
EXHIBIT "B"
15' UTILITY EASEMENT
(JAMES A. MORAN & HENRY R. HOFFMAN, JR.)
4100 SPRING VALLEY ROAD
FARMERS BRANCH, TEXAS

BEING a 15.0 foot wide strip of land across Lot 1 of "A Revision to the Revised Plat of Metropolitan Business Park, Section 7", an addition to the City of Farmers Branch, Texas as recorded in Volume 80094, Page 2139 of the Deed Records of Dallas County, Texas, and said 15.0 foot wide strip of land being 7.5 feet each side of the following described centerline:

BEGINNING at a point on the South right-of-way line of Spring Valley Road (100.0 feet wide), said point being 7.50 feet Easterly from the intersection of said South right-of-way line of Spring Valley Road with the East right-of-way line of Midway Road (100.0 feet wide);

THENCE South along a line which is 7.50 feet East of and parallel with the East right-of-way line of Midway Road, 45.0 feet to the end of this easement.

IN ADDITION, THERE SHALL BE A 25' WIDE TEMPORARY CONSTRUCTION EASEMENT RUNNING ALONG THE EAST SIDE AND SOUTH END OF THE ABOVE DESCRIBED 15' PERMANENT UTILITY EASEMENT WHICH SHALL EXPIRE UPON COMPLETION OF CONSTRUCTION.



No. 4100 SPRING VALLEY RD.
 JAMES A. MORAN

LOT 1
 METROPOLITAN BUS. PK. SECT. 7
 (REVISED REVISION)